

09-08-1999



101137754

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Hon. Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bernd Peschke
Lutz Stefan Richter
Thomas Kruse Hansen
Michael Ankersen

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

8-30-99

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: 7/26/99, 7/27/99, 8/12/99

2. Name and address of receiving party(ies):

Name: Novo Nordisk A/S

Internal Address:

Street Address: Novo Alle

DK-2880 Bagsvaerd, Denmark

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/356,313

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of the party to whom correspondence concerning document should be mailed:

Name: Steve T. Zelson, Esq.

Internal Address:

Novo Nordisk of North America, Inc.

Street Address: 405 Lexington Avenue,

Suite 6400

City: New York State: NY Zip: 10174-6401

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

14-1447

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carol E. Rozek
Name of Person Signing

Carol E. Rozek
Signature

August 26, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

40E

09/08/1999 SPYNE1 00000049 141447 09356313

40.00 CH

ASSIGNMENT OF APPLICATION FOR PATENT**WHEREAS:**

Bernd PESCHKE, a citizen of Germany, residing at 56 Eskebjerggård, DK-2760 Måløv, Denmark;

Lutz Stefan RICHTER, a citizen of Germany, last known address at 53 Sondergaardsvej, DK-3500, Vaerloese, Denmark. (Deceased);

Thomas Kruse HANSEN, a citizen of Denmark, residing at 78 Tibbevangel, DK-2730 Herlev, Denmark; and

Michael ANKERSEN, a citizen of Denmark, residing at 34 Dalgas Have, DK-2000 Frederiksberg, Denmark.

(hereinafter ASSIGNORS), have made a discovery or invention entitled:

Compounds With Growth Hormone Releasing Properties

for which application of Letters Patent of the United States has been filed on July 16, 1999, under Serial No. TBA, and

WHEREAS:

Novo Nordisk A/S, a corporation organized under the laws of Denmark, located at Novo Alle, DK-2880 Bagsvaerd, Denmark (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 26 July 1999

Bernd PESCHKE
Bernd PESCHKE

Date: _____

Birgit RICHTER, as Executor of
Lutz Stefan RICHTER (Deceased)

Date: 26/7-99

Thomas Kruse HANSEN
Thomas Kruse HANSEN

Date: 27/7 99

Michael ANKERSEN
Michael ANKERSEN

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Bernd PESCHKE, a citizen of Germany, residing at 56 Eskebjerggård, DK-2760 Måløv, Denmark;

Lutz Stefan RICHTER, a citizen of Germany, last known address at 53 Sondergaardsvej, DK-3500, Vaerloese, Denmark. (Deceased);

Thomas Kruse HANSEN, a citizen of Denmark, residing at 78 Tibbevangelen, DK-2730 Herlev, Denmark; and

Michael ANKERSEN, a citizen of Denmark, residing at 34 Dalgas Have, DK-2000 Frederiksberg, Denmark.

(hereinafter ASSIGNORS), have made a discovery or invention entitled:

Compounds With Growth Hormone Releasing Properties

for which application of Letters Patent of the United States has been filed on July 16, 1999, under Serial No. TBA, and

WHEREAS:

Novo Nordisk A/S, a corporation organized under the laws of Denmark, located at Novo Alle, DK-2880 Bagsvaerd, Denmark (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: _____

Bernd PESCHKE

Date: 12. aug. 99

Birgit Richter
Birgit RICHTER, as Executor of
Lutz Stefan RICHTER (Deceased)

Date: _____

Thomas Kruse HANSEN

Date: _____

Michael ANKERSEN